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NOTES OF CASES.

BANKS AND BANKING—ACTION FOR DISHONORING CHECK—STATUTE OF LIMITATIONS.—The wrongful dishonor by a bank of the checks of a trader is held in *J. M. James Co. v. Continental Nat. Bank* (Tenn.), 51 L. R. A. 255, to raise a conclusive presumption of damages to him, but an action therefor is held not to be an action for slander within the meaning of a statute of limitations.

HUSBAND AND WIFE—HUSBAND'S LIABILITY FOR NECESSARIES, UNDER MODERN STATUTES.—The right of a wife to charge her husband with liability for her necessities when she is living apart from him by reason of his misconduct is held, in *Ott v. Hentall* (N. H.), 51 L. R. A. 226, not to be defeated by the married women's statutes or by the fact that she has financial ability to provide for herself.

MUNICIPAL CORPORATIONS—REMOVAL OF SHADE TREES FROM STREET—RIGHT OF ABUTTING OWNER OF FEE TO NOTICE.—The removal of shade trees from a street without any notice of the public necessity therefor to the owner of the fee, and without giving him any opportunity to transplant them or remove them himself, is held, in *Stretch v. Cassopolis* (Mich.), 51 L. R. A. 345, to be an invasion of his rights for which he is entitled to damages.

EMINENT DOMAIN—DAMAGES FOR ANTICIPATED PROFITS.—Anticipated profits from contemplated use of property that is taken in eminent domain are held, in *Hamilton v. Pittsburg B. & L. E. R. Co.* (Pa.), 51 L. R. A. 319, not to be recoverable as damages for taking the property.

A note to this case marshals the authorities on the right to profits as damages in eminent domain cases.

LIFE INSURANCE—"SANE OR INSANE" CLAUSE—UNINTENTIONAL SELF-DESTRUCTION.—A stipulation against liability for death from suicide, "sane or insane," is held, in *Brown v. Sun Life Ins. Co.* (Tenn.), 51 L. R. A. 252, not to defeat recovery on a policy of insurance, although the insured died from an overdose of morphine taken by himself, where there is not a preponderance of evidence to show that the self-destruction was intentional.

MUNICIPAL CORPORATIONS—LIABILITY FOR CONDITION OF CITY PRISON.—In erecting and maintaining a city prison a municipal corporation is held, in *Gray v. Griffin* (Ga.), 51 L. R. A. 131, to be exercising a purely governmental function, and therefore not to be liable in damages to a person arrested and imprisoned therein by its police officers, for injuries caused by the improper construction or negligence in the maintenance of the prison. See 6 Va. Law Reg. 859.

LIFE INSURANCE—MURDER OF INSURED BY BENEFICIARY.—The murder of the insured by the beneficiary is held, in *Schmidt v. Northern Life Asso.* (Iowa), 51 L.